BILL NO. S-83-~~07-40~~ 08-26

SPECIAL ORDINANCE NO. S-173-83

AN ORDINANCE approving a contract by the City of Fort Wayne by and through its Board of Public Works and Spears-Dehner, Inc., for Res. #5984-83 - Dikes Nebraska Neighborhood Area - Miscellaneous Construction.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The annexed Contract, made a part hereof, by the City of Fort Wayne by and through its Board of Public Works and Spears-Dehner, Inc., for Res. #5984-83 - Dikes Nebraska Neighborhood Area - Miscellaneous Construction, is hereby ratified and affirmed and approved in all respects. The work under said Contract requires:

> maintaining by construction and/or reconstruction of an earthen, steel sheeting, and concrete dike along the St. Marys River and Junk Spillway, etc.;

the Contract price is Five Hundred Twenty Thousand Nine Hundred Seventy-Three and 20/100 Dollars ($520,973.20).

SECTION 2. Prior Approval was received from Council with respect to this Contract on June 29, 1983. Two (2) copies of the Contract attached hereto are on file with the City Clerk, and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Victure L Scruggs
Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Scruggs, seconded by GiaQuinta, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ______, the ______ day of ______, 19__, at ______ o'clock __.M., E.S.T.

DATE: 8-9-83 Sandra E. Kennedy

CITY CLERK

Read the third time in full and on motion by Scruggs, seconded by Talarico, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

| | AYES | NAYS | ABSTAINED | ABSENT | TO-WIT: |
|---|---|---|---|---|---|
| TOTAL VOTES | 9 | | | | |
| BRADBURY | ✓ | | | | |
| BURNS | ✓ | | | | |
| EISBART | ✓ | | | | |
| GiaQUINTA | ✓ | | | | |
| SCHMIDT | ✓ | | | | |
| SCHOMBURG | ✓ | | | | |
| SCRUGGS | ✓ | | | | |
| STIER | ✓ | | | | |
| TALARICO | ✓ | | | | |

DATE: 8-23-83 Sandra E. Kennedy

- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) NO. S-173-83 on the 23rd day of August, 1983.

ATTEST: (SEAL)

Sandra E. Kennedy Ray A. Eisbart

CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of August, 1983, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy

CITY CLERK

Approved and signed by me this 26th day of August 1983, at the hour of 3:00 o'clock P.M., E.S.T.

[signature]

WIN MOSES, JR. - MAYOR

# BID ANALYSIS SHEET

OJECT Dike Nebraska Neighborhood PHASE I — OFFICE OF CITY ENGINE

TE June 13, 83 RES. NO. ____ MATERIAL ____ — FORT WAYNE INDIANA

| CONTRACTORS | | ESTIMATE | EXTENSION | Spears - Dehner | | Fleming Excavating | | T-G Excavating | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| UNIT | STREETS—ALLEYS—SIDEWALKS MATERIAL | | | UNIT BID | TOTAL BID | UNIT BID | TOTAL BID | UNIT BID | TOTAL BID | UNIT BID | TOTAL BID |
| LF | Type "A" Steel Sheeting | 155.00 | 183,520.00 | 75.50 | 89,392.00 | 83.35 | 98,686.40 | 84.00 | 99,456.00 | | |
| LF | Type "B" steel Sheeting | 175.00 | 142,100.00 | 121.50 | 98,658.00 | 146.90 | 119,282.80 | 144.00 | 116,928.00 | | |
| CY | Excavation | 3.85 | 1,328.25 | 9.30 | 3,208.50 | 9.00 | 3,105.00 | 12.20 | 4,209.00 | | |
| CY | Borrow (clay fill comp) | 14.25 | 34,342.50 | 9.30 | 22,413.00 | 9.95 | 23,979.50 | 12.40 | 29,884.00 | | |
| CY | Top Soil | 12.00 | 12,816.00 | 10.00 | 10,680.00 | 9.80 | 10,466.40 | 13.50 | 14,418.00 | | |
| LF | Fence Removal | 3.25 | 975.00 | 1.50 | 450.00 | 1.45 | 435.00 | 1.50 | 450.00 | | |
| LF | Remove + Reset Fence | 13.35 | 4,438.75 | 2.50 | 837.50 | 2.10 | 703.50 | 2.05 | 686.75 | | |
| LS | Clearing + Grubbing | 2,325.00 | 2,325.00 | 11,950.00 | 11,950.00 | 8,500.00 | 8,500.00 | 6200.00 | 6200.00 | | |
| SY | Mulch, Seeding | .75 | 7,278.75 | .30 | 2,911.50 | .23 | 2,232.15 | .28 | 2,717.40 | | |
| | Total | | 389,124.25 | | 240,500.50 | | 267,390.75 | | 274,949.15 | | |
| | | | | | 38% Under | | 31% Under | | 29% Under | | |

# BID ANALYSIS SHEET

ROJECT *Dikes Nebraska Neighborhood Phase II* — OFFICE OF CITY ENGIN

ATE *June 13, 83* RES. NO. ______ MATERIAL ______ FORT WAYNE INDIANA

| CONTRACTORS | | | | | Spears - Dehner | | Fleming Excavating | | T-G Excavation | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| STREETS — ALLEYS — SIDEWALKS | | | ESTIMATE | EXTENSION | | | | | | | | |
| IAN | UNIT | MATERIAL | | | UNIT BID | TOTAL BID | UNIT BID | TOTAL BID | UNIT BID | TOTAL BID | UNIT BID | TOTA BID |
| 73 | LF | type "A" steel sheeting | 155.00 | 184,915.00 | 75.50 | 90,071.50 | 83.35 | 99,436.55 | 84.00 | 100,212.00 | | |
| 36 | LF | type "B" steel sheeting | 175.00 | 120,050.00 | 121.50 | 83,349.00 | 146.90 | 100,773.40 | 144.00 | 98,784.00 | | |
| 7 | LF | concrete Floodwall | 250.00 | 79,250.00 | 125.00 | 39,625.00 | 110.00 | 34,870.00 | 209.00 | 66,253.00 | | |
| 3 | LF | concrete Cap to Existing | 92.00 | 30,636.00 | 70.50 | 23,476.50 | 100.00 | 33,300.00 | 156.00 | 51,948.00 | | |
| 31 | LF | special concrete cap | 85.00 | 6,885.00 | 86.00 | 6,966.00 | 71.00 | 5,751.00 | 81.00 | 6,561.00 | | |
| 0 | LF | steel sheeting + concrete ca | 210.00 | 8400.00 | 160.50 | 6,420.00 | 166.00 | 6,640.00 | 274.00 | 10,960.00 | | |
| 5 | CY | Excavation | 3.85 | 134.75 | 9.30 | 325.50 | 9.00 | 315.00 | 12.20 | 427.00 | | |
| 40 | CY | Borrow (clay fill comp) | 14.25 | 14,820.00 | 9.30 | 9,672.00 | 9.95 | 10,348.00 | 12.40 | 12,896.00 | | |
| 77 | CY | top soil | 12.00 | 4,524.00 | 10.00 | 3,770.00 | 9.80 | 3,694.60 | 13.50 | 5,089.50 | | |
| 5 | LF | Remove + Reset Fence | 13.15 | 2,848.15 | 2.50 | 537.50 | 2.10 | 451.50 | 2.05 | 440.75 | | |
| 76 | SY | concrete Removal | 1.50 | 369.00 | 3.30 | 811.80 | 7.50 | 1,845.00 | 8.80 | 2,164.80 | | |
| 4 | SY | concrete Drive 6" | 20.00 | 480.00 | 25.00 | 600.00 | 18.00 | 432.00 | 19.70 | 472.80 | | |
| 00 | SF | concrete curb walk | 1.85 | 3700.00 | 2.40 | 4,800.00 | 2.00 | 4,000.00 | 2.05 | 4100.00 | | |
| 1 | L.S. | clearing + Grubbing | 2,325.00 | 2325.00 | 6850.00 | 6,850.00 | 8500.00 | 8,500.00 | 5100.00 | 5100.00 | | |
| 33 | SY | Mulching, seeding | .75 | 7299.75 | .30 | 2,919.90 | .23 | 2,238.59 | .28 | 2725.24 | | |
| 2 | Risers | concrete steps | 50.00 | 600.00 | 149.00 | 1,788.00 | 150.00 | 1,800.00 | 81.00 | 972.00 | | |
| | | | | | | | | | | | | |
| | | Total | | 467,237.15 | | 281,982.10 | | 314,395.64 | | 369,106.09 | | |
| | | | | | | | | | | | | |
| | | | | | | 39% | | 32% | | 21% | | |
| | | | | | | under | | under | | under | | |

# BID ANALYSIS SHEET

JECT Dikes Nebraska Neighborhood Phase I & II — OFFICE OF CITY ENGINEER

June 13, 83 — RES. NO. ______ — MATERIAL ______ — FORT WAYNE INDIANA

| CONTRACTORS | | | | Spears - Debner | | Fleming Excavation | | T-G Excavation | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| EETS — ALLEYS — SIDEWALKS UNIT | MATERIAL | ESTIMATE | EXTENSION | UNIT BID | TOTAL BID | UNIT BID | TOTAL BID | UNIT BID | TOTAL BID | UNIT BID | TOTAL BID |
| LF | Type "A" steel sheeting | 155.00 | 365,335.00 | 75.50 | 177,953.50 | 83.35 | 196455.75 | 84.00 | 197,988.00 | | |
| LF | Type "B" steel sheeting | 175.00 | 262,150.00 | 121.50 | 182,007.00 | 146.90 | 220,056.20 | 144.00 | 215,712.00 | | |
| LF | Concrete Floodwall | 250.00 | 79,250.00 | 125.00 | 39,625.00 | 110.00 | 34,870.00 | 209.00 | 66,253.00 | | |
| LF | Concrete cap to Existing | 92.00 | 30,636.00 | 70.50 | 23,476.50 | 100.00 | 33,300.00 | 156.00 | 51,948.00 | | |
| LF | special concrete cap to Existing | 85.00 | 6 885.00 | 86.00 | 6,966.00 | 71.00 | 5,751.00 | 81.00 | 6,561.00 | | |
| LF | steel sheeting + concrete cap | 210.00 | 8 400.00 | 160.50 | 6,420.00 | 166.00 | 6,640.00 | 274.00 | 10,960.00 | | |
| CY | Excavation | 3.85 | 1 463.00 | 9.30 | 3,534.00 | 9.00 | 3,420.00 | 12.20 | 4,636.00 | | |
| CY | Borrow (clay fill comp) | 14.25 | 49,162.50 | 9.30 | 32,085.00 | 9.95 | 34,327.50 | 12.40 | 42,780.00 | | |
| CY | top soil | 12.00 | 17,340.00 | 10.00 | 14,450.00 | 9.80 | 14,161.00 | 13.50 | 19,507.50 | | |
| LF | Remove Fence | 3.25 | 975.00 | 1.50 | 450.00 | 1.45 | 435.00 | 1.50 | 450.00 | | |
| LF | Remove + Reset Fence | 13.25 | 7 287.50 | 2.30 | 1,375.00 | 2.10 | 1,155.00 | 2.05 | 1,127.50 | | |
| SY | Concrete Removal | 1.50 | 369.00 | 3.30 | 811.80 | 7.50 | 1,845.00 | 8.80 | 2,164.80 | | |
| SY | Concrete Drive 6" | 20.00 | 480.00 | 25.00 | 600.00 | 18.00 | 432.00 | 19.70 | 472.80 | | |
| SF | Concrete curbwalk | 1.85 | 3 700.00 | 2.40 | 4,800.00 | 2.00 | 4,000.00 | 2.05 | 4100.00 | | |
| LS | Clearing + Grubbing | 4650.00 | 4650.00 | 18800.00 | 18,800.00 | 17000.00 | 17,000.00 | 11300.00 | 11,300.00 | | |
| SY | Mulch, seeding | .75 | 14,578.50 | .30 | 5,831.40 | .23 | 4,470.74 | .28 | 5,442.64 | | |
| Risers | Concrete steps | 50.00 | 600.00 | 149.00 | 1,788.00 | 150.00 | 1800.00 | 81.00 | 972.00 | | |
| | Total | | 853,261.50 | | 520973.40 | | 580,119.32 | | 642,375.64 | | |
| | | | | | 38% | | 32% | | 24% | | |

73-101-28
7/6/83

SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING July 26, 1983
RATIFICATION August 9, 1983

# CONTRACT

**This Agreement,** made and entered into this 6th day of July, 1983

by and between ---------------- SPEARS-DEHNER, INC. ------------------------------

------- P.O. Box 11246, 1212 Clark St., Fort Wayne, Indiana 46856 -----------------

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-
Improvement Resolution No. 5984-83
prove and maintain by construction and/or reconstruction of an earthen, steel sheeting, and concrete dike along the St. Marys River and Junk Spillway, etc.

(SEE ATTACHED IMPROVEMENT RESOLUTION FOR MORE SPECIFIC DETAILS).

by grading and paving the roadway to a width of ~~XXXXXXXXXXXXfeetXwithXXXXXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5984-83 attached hereto and by reference made a part hereof. ~~and at the following price per lineal foot~~

At the following prices:

| | | |
|---|---|---|
| Type A Steel Sheeting | Seventy-five dollars and fifty cents per lineal foot | 75.50 |
| Type B Steel Sheeting | One hundred and twenty-one dollars and fifty cents per lineal foot | 121.50 |
| Concrete Floodwall | One hundred and twenty-five dollars and no cents per lineal foot | 125.00 |
| Concrete Cap to Existing Floodwall | Seventy dollars and fifty cents per lineal foot | 70.50 |
| Special Concrete Cap to Existing Wall | Eighty-six dollars and no cents per lineal foot | 86.00 |
| Steel Sheeting & Concrete Cap | One hundred and sixty dollars and fifty cents per lineal foot | 160.50 |
| Excavation | Nine dollars and thirty cents per cubic yard | 9.30 |
| Borrow (Clay Fill Compacted) | Nine dollars and thirty cents per cubic yard | 9.30 |
| Topsoil | Ten dollars and no cents per cubic yard | 10.00 |
| Remove Fence | One dollar and fifty cents per lineal foot | 1.50 |
| Remove & Reset Fence | Two dollars and fifty cents per lineal foot | 2.50 |
| Concrete Removal | Three dollars and thirty cents per square yard | 3.30 |

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5984-83 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before _____***_____, 19____ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said Date____________, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 6th day of July, 1983

ATTEST:

____________________
Corporate Secretary

SPEARS-DEHNER, INC.
BY: Donald G. Spears
ITS: Pres
Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[signature]

Betty R Collins

____________________

____________________
Its Board of Public Works and Mayor.

ATTEST:
Helen D. Goodenow
Secretary and Clerk

*** Contractor should commence work by July 1, 1983 and work should be 50% completed by September 30, 1983 --- with project totally completed by November 15, 1983.

| | | |
|---|---|---|
| Concrete Drive (6" Depth) | Twenty-five dollars and no cents per square yard | 25.00 |
| Concrete Curbwalk | Two dollars and forty cents per square foot | 2.40 |
| Clearing & Grubbing | Eighteen thousand, eight hundred dollars and no cents per lump sum | 18,800.00 |
| Mulch, Seeding (Includes dikes & areas disturbed by construction) | No dollars and thirty cents per square yard | 0.30 |
| Concrete Steps @ Station 58 + 50 | One hundred and forty-nine dollars and no cents per rise | 149.00 |
| Total | Five hundred and twenty thousand, nine hundred and seventy-three dollars and twenty cents | $520,973.20 |

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we SPEARS-DEHNER, INC. as Principal, and the ______________________________, a corporation organized under the laws of the State of ____________________, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of FIVE HUNDRED AND TWENTY THOUSAND, NINE HUNDRED AND SEVENTY-THREE DOLLARS AND TWENTY CENTS ----------------- ($ 520,973.20----------), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 6th day of July, 1983, enter into a contract with the City of Fort Wayne to construct

Improvement Resolution No. 5984-83

To improve and maintain by construction and/or reconstruction of an earthen, steel sheeting, and concrete dike along the St. Marys River and Junk Spillway, etc.

(SEE ATTACHED IMPROVEMENT RESOLUTION FOR MORE SPECIFIC DETAILS).

at a cost of $ 520,973.20--------, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

SPEARS-DEHNER, INC.
(Contractor)

BY: ______________________

ITS: Pres.

ATTEST: ______________________

Sec.
(Title)

United States Fidelity & Guaranty Co.
Surety

*BY: ______________________
Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

# PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

-------------------------------- SPEARS-DEHNER, INC. --------------------------------
(Name of Contractor)

------------ P.O. Box 11246, 1212 Clark St., Fort Wayne, Indiana 46856 ------------
(Address)

a ______________________________, hereinafter called Principal,
(Corporation, Partnership or Individual)

and ______________________________
(Name of Surety)

and duly authorized to transact business in the State of Indiana; hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of FIVE HUNDRED AND TWENTY THOUSAND, NINE HUNDRED AND SEVENTY-THREE DOLLARS AND TWENTY CENTS ---------------------------- for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 6 day of July, 1983, for the construction of:

Improvement Resolution No. 5984-83

To improve and maintain by construction and/or reconstruction of an earthen, steel sheeting, and concrete dike along the St. Marys River and Junk Spillway, etc.

(SEE ATTACHED IMPROVEMENT RESOLUTION FOR MORE SPECIFIC DETAILS).

at a cost of FIVE HUNDRED AND TWENTY THOUSAND, NINE HUNDRED AND SEVENTY-THREE DOLLARS AND TWENTY CENTS ------------------------------------------ ($ 520,973.20------------), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 (number) counterparts, each one of which shall be deemed an original, this 6 day of July, 1983.

(SEAL)

ATTEST:

Gerald Dehner
(Principal) Secretary

SPEARS-DEHNER, INC.
Principal

BY Gerald G. Spears
Pres. (Title)

(Address)

Witness as to Principal

(Address)

United States Fidelity & Guaranty Company
Surety
BY Leonard Shirley
Attorney-in-Fact
(Authorized Agent)

201 W Wayne
Ft Wayne Ind.
(Address)

Henry G. La Master
Witness as to Surety

1212 Clark St.
(Address)
Ft. Wayne, Ind.

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

BILL NO. S-83-08-26

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving a contract by the City of Fort Wayne by and through its Board of Public Works and Spears-Dehner, Inc., for Res. #5984-83 - Dikes Nebraska Neighborhood Area - Miscellaneous Construction

PRIOR APPROVAL RECEIVED 6/29/83

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

| | |
|---|---|
| VICTURE L. SCRUGGS, CHAIRMAN | Victure Scruggs |
| SAMUEL J. TALARICO, VICE CHAIRMAN | Samuel J. Talarico |
| DONALD J. SCHMIDT | D J Schmidt |
| MARK E. GiaQUINTA | Mark E GiaQuinta |
| PAUL M. BURNS | Paul M. Burns |

Concurred 8-23

S. Kennedy

635

TITLE OF ORDINANCE Contract with Spears-Dehner, Inc. for Res. 5984-83 - Dikes Nebraska Nei. Area - Misc. Const.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

S-83-~~0740~~ 0826

SYNOPSIS OF ORDINANCE Improvement Resolution 5984-83 is for maintaining by construction and/or reconstruction of an earthen, steel sheeting, and concrete dike along the St. Mary River and Junk Spillway, etc. Contractor Spears-Dehner, Inc.

PRIOR APPROVAL RECEIVED 6/29/83

EFFECT OF PASSAGE Improvement of dike along the St. Marys River & Junk Spillway, etc.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $520,973.20

ASSIGNED TO COMMITTEE